



Vertical  
insure®

powered by **battleface**®

## **IMPORTANT NOTICES AND DISCLOSURES**

### **REGISTRATION CANCELLATION**

# IMPORTANT NOTICES AND DISCLOSURES

Travel insurance offered and sold by battleface Insurance Services LLC. The plan underwriter is Everspan Insurance Company. Plan includes insurance as well as assistance services. Terms, conditions, and exclusions (including for pre-existing conditions) apply.

## PLAN DETAIL

The policy contains terms, conditions and exclusions. Please refer to the [Policy](#) for more information. Not all plans or coverages are available in every state. For more information on this plan or our company please visit [www.battleface.com](http://www.battleface.com), you may contact us at 855 998-2928 or [verticalinsure@battleface.com](mailto:verticalinsure@battleface.com).

This program contains a PRE-EXISTING conditions limitation. Please read the [Definitions and Exclusions](#) carefully.

The insurance described in this document provides limited benefits. Limited benefits plans are insurance products with reduced benefits intended to supplement comprehensive health insurance plans. This insurance is not an alternative to comprehensive coverage. It does not provide major medical or comprehensive medical coverage and is not designed to replace major medical insurance. Further, this insurance is not the minimum essential coverage as set forth under the Patient Protection and Affordable Care Act.

## UNDERWRITING DISCLOSURES

battleface Travel Insurance plans are underwritten by Everspan Insurance Company (an AZ Corporation, NAIC# 24961), with administrative office at One World Trade Center, 41st Floor, New York, NY 10007. Plans are offered and administered by battleface Insurance Services LLC, 45 East Lincoln Street, Columbus, OH 43215, National Producer Number 18731960 (FL License number L107363/CA License number 0M75381). Travel Retailers offering this plan may not be licensed insurance producers and cannot answer technical questions about the terms, benefits, exclusions, and conditions of this insurance or evaluate the adequacy of your existing insurance. Your Travel Retailer may be compensated for the purchase of a Plan and may provide general information about the Plans offered, including a description of the coverage and price. The purchase of this Plan is not required in order to purchase other travel products or services offered by your Travel Retailer. This is a brief description of the coverage provided under policy series EBIS00. The Policy will contain reductions, limitations, exclusions, and termination provisions. Please refer to the Policy for complete details. If there are conflicts between the information on this site and the Policy, the Policy will govern in all cases. Not all products or coverages may be available in all jurisdictions. Non-insurance services are provided by battleface Assistance.

## PURCHASE POINT DISCLOSURE

By electing to purchase this insurance, you are submitting an application for insurance with the insurer and acknowledge that all information provided by you is true, that you are at least 18 years of age, or if applicant is a minor, you are the legal parent or guardian, and that you have read and understand the information provided in the PLAN DETAIL and UNDERWRITING DISCLOSURES above. You also confirm that you understand and agree to the ELECTRONIC SIGNATURE and ELECTRONIC DELIVERY terms below.

## ELECTRONIC SIGNATURE

Applicant understands clicking the submission button constitutes an electronic signature. The electronic signature documents the applicant's consent to all of the provided terms and conditions. Electronic signatures are legal and enforceable the same as a traditional signature.

## ELECTRONIC DELIVERY

Applicant consents to issuance of their policy documents, and all other notices, electronically via email if an email address is provided. Applicant should be diligent in updating their provided email address if any changes occur. Applicant may withdraw their consent at any time, and request paper documents to be sent via US Postal Service at no cost, via email at [verticalinsure@battleface.com](mailto:verticalinsure@battleface.com) or phone 855 998-2928. In order to view documents delivered electronically, applicant will need regular internet access and applicant will also need Adobe Acrobat Reader to view documents in .pdf format.

## PRIVACY NOTICE

### ABOUT US

This Privacy Policy applies to battleface Insurance Services LLC registered at 45 East Lincoln Street, Columbus, OH 43215 and each of its subsidiary companies (hereafter 'the Group' and collectively 'We' 'Our' 'Us') and covers personal data that we collect from you through a variety of digital means, including this website, our mobile application, our products and services, and any other application on any computer, mobile phone, device, tablet, console or other device. **IMPORTANT - this policy only applies if you a resident of the United States. If you are visiting from another country, including the United Kingdom or the European Economic Area, please review the Privacy Policy available at <https://www.battleface.com/en-gb/privacy-policy/>.**

This Policy sets out the basis on which we collect personal data (as defined below) from you and the way in which it will be processed by us. Please read this Policy carefully to understand our practices regarding your personal data and how we shall treat it. We are committed to protecting and respecting your privacy.

It is important that you read this Policy together with any other privacy notice or fair processing notice that we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your personal data. This Policy supplements any other such notices and is not intended to override them.

### CONTACT INFORMATION

#### Contact Us

If you have any questions about this Policy, please contact us at:

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**battleface Insurance Services LLC**  
45 East Lincoln Street, Columbus, OH 43215  
[verticalinsure@battleface.com](mailto:verticalinsure@battleface.com)

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## CHANGES TO THIS POLICY

We may update this Policy from time to time. We will notify you of any changes by posting the updated Policy on this page or by sending you an email where this is how we usually communicate with you. You are advised to review this page periodically for any changes. Changes to this Policy are effective when they are posted on this page.

## TYPES OF PERSONAL DATA WE COLLECT

### Personal Data

**“Personal data”** means any information which identifies (or from which we can identify) a natural person. We may collect, use, store and transfer different kinds of personal data about you, which we have grouped together as follows:

- “Identity Data”, which comprises your first name, middle name, last name, age and date of birth
- “Contact Data”, which comprises your address, email address and telephone number(s)
- “Technical Data”, which comprises your IP address, browser type and version, time zone setting and location, geolocation, browser plug-in types and versions, operating system and platform and other technology on the device(s) you use to access our website
- “Usage Data”, which comprises information about how you use our website, products and services
- “Profile Data”, which comprises your username and password, insurance policy and claims details
- “Marketing and Communications Data”, which comprises your preferences in receiving marketing from us and third parties, your communication preferences, and recordings of telephone conversations we have from time to time.
- “Transaction Data”, which comprises information enabling us to provide products and services, travel plans, age categories of individuals to be insured, information about your trip and any your policy such as the destination, insurance rating and policy, payment card information, and information about any insurance claims you make, including bank information required to process loss payments, and health information required to pay health expenses.

### Aggregated Data

We also collect, use and share “aggregated Data” such as statistical or demographic data. Aggregated Data may be derived from your information but does not constitute “personal data” in law as it does not directly or indirectly reveal your identity. For example, we may aggregate (i.e., combine with information relating to others) your Usage Data to calculate the percentage of users accessing a specific feature of our website. However, if we combine or connect Aggregated Data with your information so that it can directly or indirectly identify you, we treat the combined data as personal data which will be handled in accordance with this Policy.

### Special Categories of Personal Data

**“Special Categories”** of personal data includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, information about your health and genetic and biometric data. This also, for the purposes of this Policy, includes information about criminal convictions and offences

We may need to collect certain Special Categories of Personal Data about you in order to provide you with the services you have requested, such as any pre-existing medical or other health condition. If you have provided us with this information, we will only use it for the purposes for which it was collected, e.g., to assess the availability of the insurance you have requested and where necessary to provide you with the benefits under the Policy in the event of a claim. You are not under any obligation to provide us your health information, but we may not be able to provide the services you have asked for without this information.

You may request that we not use Special Categories information at any time by emailing [If you do so, however, this may result in us applying a restriction on your policy or, in some instances, withdrawing your coverage altogether.](#)

**battleface Insurance Services LLC accepts applications for minor children with the condition that a parent or legal guardian completes and signs the application. We do not knowingly collect personal data about children except with parental consent. If you are a parent or guardian and you are aware that your child has provided us with personal data without your consent, please contact us. If we become aware that we have collected personal data from children without verification of parental consent, we will take steps to remove that information from our active servers. Minimum Required Information**

Where we need to collect personal data by law, under the terms of a contract we have with you, or as required by our operations or internal policies, and you fail to provide the minimum required data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with the product or service you have purchased). In that event, we may have to cancel our agreement with you to provide a product or service you have requested and will notify you if this is the case at the time or as soon as reasonably possible. For example, if you have asked us to arrange a certain type of coverage for you, we may ask for further details in order to assess your application and complete our identity, money laundering and credit checks before we are able to do so.

## **WHEN DO WE COLLECT PERSONAL DATA?**

We may collect information on you in the following ways:

### **Information that you voluntarily provide to us**

When you request a product or service from us, consult with our customer service team, send us an email, request a brochure, fill in forms on our website, enter a competition, promotion or survey, or communicate with us in any way, you are voluntarily giving us information that we collect. We also collect information you give to us when we contact you during the course of entering into a contract with you or in the process of managing your customer account. That information may include your Identity Data, Contact Data, Transaction Data, Technical Data, Profile Data and Marketing and Communications Data.

### **Information that we collect automatically**

When you browse our website, we may collect information about your visit to our website and your web browsing. That information may include your Technical Data and Usage Data. We may collect this information as a part of log files as well as through the use of cookies or other similar technologies. Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information to improve and analyze our services. Our use of cookies and similar technologies is explained more fully in our [Cookie Policy](#)

### **Information from other sources**

From time to time, we may obtain information about you from third party sources such as public databases and other third-party data providers. Examples of the information we may receive from other sources include: demographic information, device information (such as IP addresses), location, and online behavioral data (such as information about your use of social media websites, page view information and search results and links) from analytics providers and search engine providers (for example, Google). We use this information, alone or in combination with other information (including personal data) we collect, to enhance our ability to provide relevant marketing and content to you and to develop and provide you with more relevant products, features, and services.

## WHY WE COLLECT YOUR PERSONAL DATA AND HOW WE USE IT

We have set out below a description of ways we intend to use any personal data. We may use and disclose your personal information for the following purposes:

### Entering into an agreement with you and provide our services

In providing you with our products or services, we will use your Identity Data, Contact Data, Transaction Data, Technical Data, Profile Data and Marketing and Communications Data. We will also use this information to process your insurance application, to process any payments, to manage your customer account, to keep adequate records of your past purchases, and to contact you regarding our agreement with you, including providing customer support and detecting, preventing, and addressing technical issues. We may also collect information to facilitate the delivery of assistance services, including medical information to manage emergency situations.

### To manage our relationship with you

We may send you important updates about changes to the way in which our products or services work. We may also invite you to provide feedback on our products and services whether by email or by telephone. We may also, unless you have opted out, send you information electronically about our own products or services. We do this to keep you updated about products and services you have purchased, develop our range of products and services and grow our business.

### Marketing

We may send you, or permit selected third parties to send you, other forms of marketing, for example regarding other products and services. We shall make sure it is clear when you are able to give us permission to do this, for example, we have an online form and boxes that you need to check if you wish to receive any such marketing materials. You may discontinue direct marketing at any time by contacting us.

### Advertising

We may use the information that we collect in order to deliver relevant website content and advertisements to you and to measure or understand the effectiveness of the advertising we serve. We also use data analytics to improve our website, products and services, marketing, client relationships and experiences. We use this to study how clients use our products or services and develop them, to grow our business and to inform our marketing strategy. Some of this information may be collected by automated tracking technologies. For more information about tracking technologies, please visit our Cookie Policy: <https://www.battleface.com/cookie-policy>.

### To administer and protect our business and this website

We may also use your information in order to protect our business and our website, and to help us monitor or improve the products or services that we offer. This includes troubleshooting, statistical and data analysis, testing, system maintenance, support, reporting and hosting of data. We also use your information to improve our website so that content is presented in a more effective manner for you and for your computer, and as part of our efforts to keep our site safe and secure. We use this for the running of our business, provision of administration and IT services, network security and prevention of fraud. We may also use your information in the context of a business reorganization or group restructuring exercise. Please note that we record telephone conversations for training and monitoring purposes and that we may also use this information in the event of any legal or regulatory matter, such as in the event of the exercise or defense of any legal claims.

## **Other purposes**

We may use your personal data for purposes beyond those listed above or for which we collected it if we reasonably consider that we need to use it for another lawful reason. Please note that we may process your personal data without your knowledge or consent where this is required or permitted by law.

## **WHEN WILL WE SHARE YOUR PERSONAL DATA?**

We require all third parties to whom we provide your personal data to respect the security of your personal data and to treat it in accordance with the law. We may share your personal data with third parties for the following reasons:

### **Service Providers**

We will share your personal data with service providers to provide you with products or services that you have requested. Examples of Service Providers include insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, phone system providers, hosting services, suppliers, and sub-contractors. We may also share your personal data with third party software or IT support providers from time to time for the purpose of system administration, data security, data storage, back up, disaster recovery or IT support.

We may also use payment processors from time to time where you are purchasing products or services from us. In that case, we will not store or collect your payment card details. That information is provided to our third-party payment processors, whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands such as Visa, Mastercard, American Express and Discover. PCI-DSS requirements promote the secure handling of payment information.

### **Advertising partners and remarketing services**

We may partner with third party advertising networks and exchanges to display advertising on our websites or to manage and serve our advertising on other websites and may share personal data with them for this purpose. All third parties with which we share this information are required to use your personal data in a manner that is consistent with this Policy. We and our third-party partners may use cookies and other tracking technologies to gather information about your activities on our website and other sites in order to provide you with targeted advertising based on your browsing activities and interests. For more information about tracking technologies, please visit our Cookie Policy: <https://www.battleface.com/cookie-policy>. If you would like more information about the remarketing services we use or how to opt out, please contact us by emailing.

### **To transfer your information in the case of a sale, merger, consolidation, liquidation, reorganization, or acquisition**

We may share your personal data with third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Policy. Accordingly, and notwithstanding anything to the contrary in this Privacy Policy, you acknowledge and agree that such transfers may occur, and that any entity that acquires us may continue to subsequently use your Personal Information, and that such subsequent use may not be consistent with this Privacy Policy.

### **To comply with law and to protect the rights, property, or safety of our business and other clients**

We reserve the right to disclose or share your personal data in order to comply with any legal or regulatory requirements, enforce our terms and conditions (or any other agreement we enter into with you), or to protect



the rights, property, or safety of our business and other clients. This includes exchanging information with other companies and organizations for the purposes of fraud protection, crime prevention, and credit risk reduction. We may also need to share information with tax authorities, regulators and other governmental authorities who require reporting of activities in certain circumstances, including for example law enforcement agencies, detection agencies and compulsory insurance databases. We may also share your personal data with our professional advisers including lawyers, bankers, auditors and insurers who provide services such as consulting, banking, legal, insurance and accounting services.

### **Third Party Websites**

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website that you visit.

### **International Transfers**

Some of our external third parties may from time to time be based outside of the United States so their processing of your personal data will involve a transfer of data outside the United States. When you provide us with personal data or otherwise use our site, apps, or services, you consent to this transfer.

### **“Do Not Track” Signals**

We do not support Do Not Track (“DNT”). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

### **WHERE WILL WE STORE YOUR PERSONAL DATA?**

All personal data that you provide to us is stored on secure third-party servers. We use appropriate measures to ensure that your data is treated securely and in accordance with this Policy and comply with the relevant data protection legislation.

We have put in place appropriate security measures aimed at reducing the risk of your personal data being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Please note that the transmission of information via the internet is not completely secure. Although we do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we use safeguarding procedures and security features to try to prevent any unauthorized access to your personal data.

### **INFORMATION FOR CALIFORNIA RESIDENTS**

California residents are entitled to contact us to request information about whether we have disclosed Personal Information to third parties for the third parties' direct marketing purposes. We do not share Personal Information with third parties for their own marketing purposes, however. California customers may request further information about our compliance with this law by e-mailing us at the address listed in the “Contact Us” section.

The above rights are separate from rights that California residents may have under the California Consumer Privacy Act (“CCP”) Note that the Company is not subject to the CCP as a “business” (as defined in the



statute) Nonetheless, we respect the privacy and wishes of individuals regarding their privacy. As such, you may make a request regarding our use, handling, and protection of your Personal Information by contacting us.

## CHILDREN

Our websites, apps, and services are not intended for use by children. We do not intentionally gather personal data from individuals who are under the age of 13 except with the consent of a parent or guardian. We do accept insurance applications for minor children with the condition that a parent or legal guardian completes and signs the application. If a child has provided us with personal data, a parent or guardian of that child may contact us to have the information deleted from our records. If you believe that we might have any information from a child under age 13 without consent, please contact us at [compliance@battleface.com](mailto:compliance@battleface.com). If we learn that we have inadvertently collected the personal data of a child under 13, or equivalent minimum age depending on jurisdiction, we will take steps to delete the information from our active servers as soon as possible.

## TERMS OF SERVICE

Last updated: August 2021

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the battleface website, mobile application or other battleface product or service that are not covered by separate terms or conditions (e.g., insurance products) (the “Service”) operated by battleface Insurance Services LLC (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. **IMPORTANT-These Terms are only applicable if you are resident of the United States. If you reside in another country, including the United Kingdom or the European Economic Area, please review the Terms and Conditions available at <https://www.battleface.com/en-gb/terms-conditions/>.**

Subject your compliance with these Terms and all applicable international, federal, state and local laws, rules, and regulations, we grant you a limited, revocable, nonexclusive, non-sublicensable, non-transferable, license to use the Service solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You may only access and use the Service on devices that you own or control, and you may not use the Service on devices where you do not have all necessary permissions and rights to use the Service. You acknowledge that these Terms are concluded between you and us only, and not Apple Inc. or Google LLC (collectively, the “pp Providers”). By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

### Restrictions on Use

You will not use the Service for any use other than the business purpose for which it was intended. You will not take any of the following actions with respect to the Service or the server hosting the Service nor will you use our Service to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the Service in any manner that: (i) uploads or transmits any unsolicited advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation, commercial or otherwise; (ii) decompiles, uses reverse engineering, disassembles, derives the source code of or decrypts the Service or server hosting the Service; (iii) manipulates or otherwise displays the Service by using framing, mirroring or similar navigational technology or directly links to any portion of the Service; (iv) uses any robot, spider, scraper or other automatic or manual means to access the Service or copies any content or information on the Service; (v) removes, obscures, or alters any proprietary notices (including any notice of copyright or trademark) of us or our affiliates, partners, suppliers or our licensors; (vi) modifies, adapts, improves, enhances or makes any derivative work from the Service; (vii) disables, overburdens, impairs or otherwise interferes with or interrupts the Service or any hardware, software, system or network connected with the Service; (viii) probes, scans, or tests the vulnerability of or breach the authentication

measures of the Service or any related networks or systems; (ix) interferes with any other party's use and enjoyment of the Service; (x) infringes the copyright, trademark or any proprietary rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (xi) compiles, uses, downloads or otherwise copies any user information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) such information to any third party; (xii) is fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions; (xiii) promotes or provides instructions for illegal activities; (xiv) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (xv) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware; (xvi) attempts to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; or (xvii) accesses systems, data or information that we do not intend to be made accessible to you. Use of the Service is limited to persons eighteen (18) years of age or older.

We reserve the right to actively monitor the use of the Services and use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, we may, at any time as we deem appropriate, remove any materials from the Electronic Platforms that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, or are, in our sole discretion, inconsistent with our purpose for the Electronic Platforms.

### **Purchases**

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete. You expressly agree that we are not responsible for any loss or damage arising from the submission of false or inaccurate information.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. You expressly agree that have no liability for loss or damage arising out of such cancellation.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

### **Availability, Errors, and Inaccuracies**

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Notwithstanding the provisions of this Section "Availability, Errors and Inaccuracies," you may have certain rights under state or federal law that supersede the terms of this section.

## **Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of us and our licensors. The Service is protected by copyright, trademark, and other laws of both the United State and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without our written consent.

## **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that we do not own or control.

We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly recommend that you read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Termination**

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Violation of Rules and Regulations; Disclosure of Information**

We reserve the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in the Electronic Platforms, including, without limitation, these Terms, including the right to block access from a particular Internet address to the Electronic Platforms. We may cooperate with legal

authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, we reserve the right at all times to: (i) disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request; or (ii) edit, refuse to post or to remove any information or materials, in whole or in part, as applicable, in our sole discretion.

### **No Fiduciary Relationship**

Except to the extent set forth in a separate agreement between you and us, there is no fiduciary relationship between you and us. These Terms do not create any relationship of principal and agent, partnership, joint venture, or employer and employee, between you and us. You may not enter into any contract on our behalf or bind us in any way.

### **Indemnification**

You agree to defend, indemnify and hold harmless battleface Insurance Services, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

### **Limitation of Liability**

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will we ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by us or any person for whom we are responsible, and even if we have been advised of the possibility of such loss or damage being incurred.

Our total liability to you from all causes of action and under all theories will be limited to fifty United State dollars (\$50.00). You also acknowledge and agree that you have viewed or used the Service with a full understanding of the limitation of our liability in these terms.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

We, our subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions. By using the Service, you consent to these Terms and any claims relating to the Terms will be governed by the laws of the State of Ohio, U.S.A., excluding the application of its conflicts of law rules. You agree that venue for all actions, relating in any manner to these Terms, will be in a federal or state court of competent jurisdiction located in Franklin County, Ohio.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. When we make a change to these Terms, we will revise the “Last Updated” date above. By continuing to access or use our Service after those revisions are made, you agree to be bound by the revised terms. We encourage you to review these terms regularly. If you do not agree to the new terms, you must stop using the service.

## **Privacy Policy and Cookie Policy**

Please refer to our Privacy Policy and Cookies Policy. You agree that they constitute part of these Terms. You must read our Privacy Policy and Cookies Policy before you use the Service.

## **Time Limit on Claims Against Us**

You agree that any claim you may have arising out of or related to your use of the Electronic Platforms or your relationship with us must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

## **Severability and Waiver**

If any provision of these Terms will be deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms.

## **Assignment**

We may assign these Terms or any part of them without restriction or condition. You may not assign or otherwise transfer these Term or your rights under these Terms without our prior written consent and any assignment in violation of this prohibition will be null and void.

## **Our Remedies**

You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

## App Provider Terms

The following terms apply to any App accessed through or downloaded from any App Provider. You acknowledge and agree that:

1. These Terms are concluded between you and us, and not with the App Provider, and that we (not the App Provider), are solely responsible for the App.
2. To the extent you obtain an App from the Apple App Store, any licenses granted hereunder for the use of the App are limited to a license to use the App on any Apple-Platformed Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that the App may be accessed and used by other accounts associated with you via family sharing or volume purchasing.
3. Unless expressly stated otherwise in writing by the App Provider, the App Provider has no obligation to furnish any maintenance and support services with respect to the App.
4. You may notify the App Provider in the event of any failure of the App to conform to any applicable warranty, and the App Provider will refund the purchase price for the App to you (if applicable) and to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. To the extent that we are not the App Provider, any claims, losses, liabilities, damages, costs or expenses other than the purchase price attributable to any failure to conform to any warranty will be our sole responsibility in accordance with these Terms.
5. The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (A) product liability claims; (B) any claim that the App fails to conform to any applicable legal or regulatory requirement; or (C) claims arising under consumer protection or similar legislation.
6. In the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, we, and not pp Provider, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.
7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
8. You must also comply with all applicable third-party terms of service when using the App.
9. The App Provider, and its subsidiaries, are third party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
10. You further agree to comply with the pp Providers' terms and conditions: (a) Apple Media Services Terms and Conditions (available at: <https://www.apple.com/legal/internet-services/itunes/us/terms.html>); and (b) Google Play Terms of Service (available at: <https://play.google.com/about/play-terms/index.html>), which are incorporated herein and made a part of these Terms by this reference.

## Contact Us

If you have any questions about these Terms, please contact us at [verticalinsure@battleface.com](mailto:verticalinsure@battleface.com)

## OFAC NOTICE

All U.S. persons are required to comply with trade and economic sanctions and regulations as enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OF C") any benefits or claims made under this Policy will only be made in full compliance with all United States of America economic sanctions, laws, and regulations as administered by the US Treasury Department's Office of Foreign Assets Control ("OF C"). Any



expenses incurred or claims made involving travel or travel related services which are in violation of any U.S., United Nations, European Union sanctions, resolutions or regulations will not be covered under this plan. For more information, please consult the OFAC website <http://www.treasury.gov/resource-center/sanctions/>

## FRAUD NOTICE

**General Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Fraud language varies by state, please refer to your resident state.**

**For residents of Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

**For residents of Alaska:** Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**For residents of Arizona:** For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**For residents of California:** For your protection California law requires the following to appear on this form: a) Any person who knowingly present a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. b) A false statement in an application shall not bar the right to recovery under the Policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the Company.

**For residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**For residents of Delaware:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**For residents of District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**For residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.



**For residents of Idaho:** Any person who knowingly, and with intent to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**For residents of Indiana:** A person who knowingly and with intent to defraud an insurer, files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**For residents of Kansas:** “fraudulent insurance act” means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**For residents of Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**For residents of Maine:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**For residents of Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**For residents of Minnesota:** A person who files a claim with intent to defraud, or helps commit a fraud against an insurer, is guilty of a crime.

**For residents of New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**For residents of New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**For residents of New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**For residents of New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**For residents of Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application, or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**For residents of Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

**For residents of Oregon:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**For residents of Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties

**For residents of Tennessee, Virginia, and Washington:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.



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